



David S. Drach  
Director Real Estate Sales & Acquisitions U.S.  
t. 612.904-6139 f. 612.9046147  
[www.cpr.ca](http://www.cpr.ca)  
[david\\_drach@cpr.ca](mailto:david_drach@cpr.ca)

900 Canadian Pacific Plaza  
120 South Sixth Street  
Minneapolis, Minnesota 55402

August 4, 2015

State of Wisconsin  
Office of the Commissioner of Railroads  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

RE: Recording of deed – Soo Line Railroad Company to Evelyn E. Schultz and John L. Schultz  
Land in Section 33, Township 26 North, Range 1 East, Clark County, WI  
(WI-CLRK-000049-02)

To Whom It May Concern.

Enclosed please find the following:

- Original Deed from Soo Line Railroad Company to Evelyn E. Schultz and John L. Schultz for land in Clark County, Wisconsin – Recorded with Clark County Registrar of Deeds
- Wisconsin Real Estate Transfer Fee receipt;
- Check from Evelyn Schultz to State of Wisconsin in amount of \$3.00 for the state recording fee.

Please record the above quit claim deed in State records and return the recorded original to my attention at the above address.

Sincerely,

A handwritten signature in black ink, appearing to read 'Evelyn Schultz', followed by a long horizontal line extending to the right.

cc: Evelyn Schultz  
N7758 Romadka Ave  
Loyal, Wisconsin 54446-8376

DOC# 607926

Recorded  
July 29, 2015 9:25 AM

*Peggy L. Walter*  
PEGGY L. WALTER, Clark Co Reg of Deeds

Fee Amount: \$30.00  
Transfer Fee: \$78.30  
Total Pages: 3

DOCUMENT NUMBER

## QUIT CLAIM DEED

This instrument was drafted by:

David S. Drach  
Real Estate Department  
Canadian Pacific  
900 Canadian Pacific Plaza  
120 South Sixth Street  
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

Tax statements for the property  
described in this instrument  
should be sent to Grantee(s) at:

Evelyn E. Schultz  
N7758 Romadka Ave  
Loyal, Wisconsin 54446-8376

Return Recorded Documents to:

David S. Drach  
Real Estate Department  
Canadian Pacific  
900 Canadian Pacific Plaza  
120 South Sixth Street  
Minneapolis, MN 55402

Date:

*July 27, 2015*

0480646001; 0480642001; 0480644001;  
0480645001

PARCEL IDENTIFICATION NUMBERS

For valuable consideration,

**SOO LINE RAILROAD COMPANY ("Grantor")**, a Minnesota corporation doing business as Canadian Pacific with its principal place of business located at 120 South 6<sup>th</sup> St., Suite 1000, Minneapolis, Minnesota 55402,

hereby conveys and quitclaims to

**EVELYN E. SCHULTZ and JOHN L. SCHULTZ**, as joint tenants, of N7758 Romadka Ave, Loyal, Wisconsin 54446 ("**Grantee**"), real property in

**Clark County, Wisconsin,**

described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

All of Grantor's former right of way and all other property located upon and across the:

Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) and the  
Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) and the  
Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and the  
Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4),

of Section 33 Township 26 North, Range 1 East, Clark County, Wisconsin.

This deed does not convey after-acquired title.

Grantor reserves unto itself, and its successors and assigns, all minerals on or under the surface of the real property (or otherwise accessible from the real property), together with the full right, through its servants, employees, agents, licensees, and appointees, to enter and utilize the real property for the purpose of exploring for, mining, and removing said minerals. Grantor shall at all times exercise these rights in such a manner as not to cause unnecessary damage to the surface of the real property. As used herein, "minerals" is used in its broadest sense and means any naturally occurring substance on or under the surface of the real property (or otherwise accessible from the real property), and it specifically includes, but is not limited to, water, oil, gas, petroleum, coal, peat, sand, gravel, stone, gemstones, and chemical substances.

Grantee agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Grantee's acceptance of title to the Property shall represent Grantee's acknowledgment and agreement that:

- (i) Grantor has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- (ii) Grantee has not relied on any written or oral representation or warranty made by Grantor, its agents or employees with respect to the condition or value of the Property;
- (iii) Grantee has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Grantee is relying solely on such inspection and testing; and
- (iv) the condition of the Property is fit for Grantee's intended use. Grantee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Grantor from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Grantee hereby waives any and all causes of action (including without limitation any right of contribution) Grantee had, has or may have against Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee agrees to indemnify, hold harmless and defend Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or unanticipated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

The covenants contained herein shall, "run with the land," and shall be binding upon subsequent owners of the real property.

**SOO LINE RAILROAD COMPANY**  
*doing business as Canadian Pacific*


By:   
Director, Real Estate Sales & Acquisitions U.S.

STATE OF MINNESOTA       )  
  )ss  
COUNTY OF HENNEPIN     )

The foregoing quitclaim deed was acknowledged before me this 27<sup>th</sup> day of July, 2015 by David S. Drach, Director Real Estate Sales & Acquisitions U.S. of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.



Notary Seal

  
Notary Public

**ELECTRONIC REAL ESTATE TRANSFER RECEIPT**

3SFEN

WISCONSIN DEPARTMENT OF REVENUE

**INSTRUCTIONS**

1. Grantors and grantees must review this receipt, noting grantor and grantee responsibilities.

Mail or deliver the following items to:

**Clark County Register of Deeds, 517 COURT ST, PO BOX 384,  
NEILLSVILLE, WI 54456-0384**

2.
  - This receipt page, along with a transfer fee of \$78.30.
  - The deed or instrument of conveyance, along with a recording fee of \$30.00 regardless of the number of pages.

To view the details of the real estate transfer return online, go to <https://ww2.revenue.wi.gov/RETRWebPublic/application>. You will need to know the receipt number, the total value of the real estate transferred, and the last name of one grantor or grantee.

Receipt **3SFEN**. Filed July 27, 2015, 11:33 AM - **Clark County**. Conveyance date **2015-07-27**.

Value transferred	<b>\$26,075</b>	Transfer fee	<b>\$78.30</b>
Value subject to fee	<b>\$26,075</b>	Fee exemption number	

Grantors      Soo Line Railroad Company

Grantees      Schultz, Evelyn E; Schultz, John L

Tax bill address      Evelyn E Schultz, N7758 Romadka Ave, Loyal, Wisconsin 54446

Property Location      No address. Former RR ROW (**Town of Sherman**)

Parcels      048.0642.001 (S33/T26N/R1E), 048.0642.001 (S33/T26N/R1E), 048.0644.001 (S33/T26N/R1E), 048.0645.001 (S33/T26N/R1E)

Legal description      All of Grantor?s former right of way and all other property located upon and across the: Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) and the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) and the Southwest Quarter of the Nor

**Grantor responsibilities:** Grantors are responsible for paying the proper fee amount—verify the total property value, fee amount and fee exemption before sending this receipt to the county Register of Deeds.<sup>1</sup>

**Grantee responsibilities:** Grantees assert that this property is not a primary residence<sup>2</sup>, and that the property is not subject to weatherization standards with exclusion code "W-7".<sup>3</sup>

Preparer      David S. Drach, 612-904-6139, david\_drach@cpr.ca

Grantor agent      David S. Drach, 612-904-6139, david\_drach@cpr.ca

Grantee agent

If you have any questions about the Real Estate Transfer Return visit the Real Estate Transfer Web site at <http://www.dor.state.wi.us/ust/retrn.html>. You can also contact your County Register of Deeds (see <http://www.wrdaonline.org/>).

Information on the real estate transfer return is used to administer Wisconsin's laws of income tax, real estate transfers, rental unit energy efficiency, lottery tax credit and general property tax. The transfer of Wisconsin real estate in a taxable transaction must be reported on your Wisconsin income tax return. This is true whether you were a resident, a part-year resident, or a nonresident of Wisconsin. If you are a nonresident of Wisconsin, you must file Form 1NPR to report the sale.

<sup>1</sup> Penalties for use of an improper exemption are imposed per s. 77.26(8), Stats. Penalties for falsifying the property value are imposed per s. 77.27, Stats.

<sup>2</sup> Penalties for improperly claiming the Lottery & Gaming Credit as Primary Residence are imposed per Chapter Tax 20.19.

<sup>3</sup> Penalties relating to Weatherization claims are imposed per s. 101.122, Stats.

\* For more information see Chapter COMM67, s. 67.03 and 67.04.